

Date: 7/19/2019 - BizBen Posting: #250597 - Gift Shop In Fremont, Alameda County

Contact: Kenny Ahn at 408-430-0220 Cell, 925-719-9365 if you have any questions about this NDA or posting.

Instructions: Complete all the information below before emailing it back to: kahn@legacyrea.com.

Your email subject to Kenny Ahn should read: NDA For Your Gift Shop In Fremont, Alameda County.

Your Name: _____ Your Phone: _____ Your Email: _____

CONFIDENTIALITY AGREEMENT

**Legacy Real Estate Associates, Inc.
41111 Mission Blvd. Fremont, CA 94539
Phone: 408-430-0220 / Fax 510-744-3530**

Property/Business: _____

In connection with the proposed sale of the above Property/Business, you have requested certain Confidential Information pertaining to the Business from the Legacy Real Estate Associates, Inc. as agent for the owner of the Property/Business. As a condition of your being furnished with such Confidential Information, you agree to treat any of such Confidential Information in accordance with the terms of this letter agreement.

The parties do hereby agree as follows:

“Confidential Information” of the parties will be that information, which is marked “Confidential” or which, if disclosed orally, is identified as confidential at the time of disclosure.

Notwithstanding the foregoing, Confidential Information will not include information which is already in the possession of the Recipient without restriction, which is in or enters the public domain, which is independently developed or rightfully acquired by the Recipient without restriction from a third party, which is approved for release by Broker or whose disclosure is required by a government agency.

The Recipient will:

1. Use Confidential Information solely for the purposes of the discussions
2. Limit dissemination of the Confidential Information to persons who have need to know such information for purposes of the discussions and who have agreed in writing to protect such information as though they were a third party to this Agreement.
3. Not make copies of the Confidential Information except as required pursuant to item 2 above.
4. Not disclose confidential Information except as provided in item 2 above.
5. Acknowledge by its signature hereon that broker makes no representations concerning the truth, accuracy or completeness of the information contained in the confidential Information to be provided.

All Confidential Information will remain the property of Broker, and the Recipient will return or destroy all Confidential Information at the conclusion of the discussions or sooner, if required by Broker.

No furnishings of information and no obligation hereunder will obligate Broker to enter into any further agreement or with the Recipient or to refrain from entering into an agreement or negotiation with any other party.

The parties hereto do execute this Agreement, effective as of the date first shown below.

Recipient/Principal

Recipient/Broker

Signature Date

Signature Date

Name

Name

Address

Company

Phone

Address

E-mail

Phone

E-mail